

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re

FTX TRADING LTD., *et al.*,¹

Debtors.

Chapter 11

Case No. 22-11068 (JTD)

(Jointly Administered)

Ref No. __

**ORDER AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS EFFECTIVE AS OF THE REJECTION DATE**

Upon the motion (the “Motion”)² of FTX Trading Ltd. and its affiliated debtors and debtors-in-possession (collectively, the “Debtors”), for entry of an order (this “Order”) authorizing the Debtors to (i) reject certain executory contracts set forth on Exhibit 1 to the Order, effective as of the Rejection Date and (ii) take such actions as may be necessary to implement and effectuate the rejection of the Contracts; and this Court having jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court being able to issue a final order consistent with Article III of the United States Constitution; and venue of these Chapter 11 Cases and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that proper and adequate notice of the Motion and the relief requested therein has been provided in accordance with the Bankruptcy Rules, and

¹ The last four digits of FTX Trading Ltd.’s and Alameda Research LLC’s tax identification number are 3288 and 4063 respectively. Due to the large number of debtor entities in these Chapter 11 Cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://cases.ra.kroll.com/FTX>.

² Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Motion.

that, except as otherwise ordered herein, no other or further notice is necessary; and objections (if any) to the Motion having been withdrawn, resolved or overruled on the merits; and a hearing having been held to consider the relief requested in the Motion and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code and Bankruptcy Rule 6006, each of the Contracts set forth on Exhibit 1 attached hereto is hereby rejected effective as of the Rejection Date.
3. Each Contract counterparty shall have until the date fixed by this Court in these Chapter 11 Cases pursuant to Bankruptcy Rule 3003(c)(3) to file any and all claims for damages arising from the Debtors' rejection of the Contracts.
4. The Debtors are authorized and empowered to execute and deliver such documents, and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.
5. Nothing in this Order shall impair, prejudice, waive or otherwise affect any rights of the Debtors and their estates to assert that any claims for damages arising from the Debtors' rejection of the Contracts is limited to any remedies available under any applicable termination provisions of such rejected Contracts, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

6. All rights and defenses of the Debtors and any Contract counterparty are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of a Contract rejection, including any right to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated, expired, or otherwise no longer an executory contract.

7. The Debtors and their estates do not waive any claims that they may have against any Contract counterparty, whether or not such claims arise under, are related to, or are independent of the Contracts.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity, priority or amount of any particular claim against a Debtor entity; (b) a promise or requirement to pay any particular claim or (c) a request or authorization to assume any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code.

9. The requirements in Bankruptcy Rule 6006 are satisfied.

10. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the Motion or the implementation of this Order.

Dated: _____
Wilmington, Delaware

The Honorable John T. Dorsey
United States Bankruptcy Judge

EXHIBIT 1

Contracts

| Non-Debtor Counterparty | Debtor Counterparty | Non-Debtor Counterparty Address | Description of Agreement |
|--------------------------------|----------------------------------|---|---|
| Basketball Properties, Ltd. | West Realm Shires Services, Inc. | 601 Biscayne Blvd. Miami, FL 33132 Attn: John Vidalin, EVP/COO with a copy to: Basketball Properties, Ltd. 601 Biscayne Blvd. Miami, FL 33132 Attn: Raquel Libman, EVP/CLO | Facilitation Agreement, dated as of March 22, 2021 |
| Echo Marketing | West Realm Shires Services, Inc. | 6400 Hollis Street, Suite 14 Emeryville, CA 94608 Email: sam@echosports.com | Letter of Agreement, dated as of January 18, 2022 |
| Fox Sports Sun, LLC | West Realm Shires Services, Inc. | 500 E. Broward, Suite 1300 Fort Lauderdale, FL 33394 | Advertising Agreement, dated as of April 13, 2021 |
| Gisele Caroline Bündchen | Blockfolio, Inc. | c/o SCS Financial 888 Boylston Street Boston, MA 02199 Email: Patricia@celebrityagency.com.br and Juridico@celebrityagency.com.br with a copy to: Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jonathan West Email: Jonathan.West@lw.com | Partnership and Endorsement Agreement, dated as of May 27, 2021 |
| Gisele Caroline Bündchen | Blockfolio, Inc. | c/o SCS Financial 888 Boylston Street Boston, MA 02199 Email: Patricia@celebrityagency.com.br and Juridico@celebrityagency.com.br with a copy to: Latham & Watkins LLP 10250 Constellation Blvd., Suite 1100 Los Angeles, CA 90067 Attn: Jonathan West Email: Jonathan.West@lw.com | Charitable Giving Letter Agreement, dated as of May 27, 2021 |

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|--|----------------------------------|--|---|
| Golden State Warriors, LLC; GSW LoL LLC; SC Warriors LLC; and GSW Gaming Squad LLC | West Realm Shires Services, Inc. | 1 Warriors Way San Francisco, CA 94158 Attention: Chief Legal Officer | Sponsorship Agreement, dated as of December 9, 2021 |
| ICC Business Corporation FZ LLC | FTX Trading Ltd. | Street 69, Dubai Sports City, Sheikh Mohammed Bin Zayed Road, PO Box 500070, Dubai United Arab Emirates Attn: General Manager, IBC with a copy to: Attn: General Counsel Email: ceonotices@icc-cricket.com and legal.notices@icc-cricket.com | Official Partner Agreement, dated as of October 13, 2021 |
| Lincoln Holdings LLC DBA Monumental Sports & Entertainment | West Realm Shires Services, Inc. | 601 F Street, NW Washington, DC 20004 Attn: Patrick Duffy, Sr. Vice President, Corporate Partnerships Phone: (202) 292-1984 Email: pduffy@monumentalsports.com | Sponsorship Agreement, dated as of December 2, 2021 |
| Mercedes-Benz Grand Prix Limited | Blockfolio, Inc. | Operations Centre, Brackley, Northants NN13 7BD United Kingdom Attn: Senior Legal Counsel | Team Partner Agreement, dated as of February 17, 2022 |
| Miami Heat Limited Partnership | West Realm Shires Services, Inc. | Attn: John Vidalin Executive Vice President & Chief Commercial Officer 601 Biscayne Boulevard Miami, FL 33132 with a copy to: Miami Heat Limited Partnership Attn: Raquel Libman Executive Vice President & Chief Legal Officer 601 Biscayne Boulevard Miami, FL 33132 | Advertising and Promotion Agreement, dated as of March 22, 2021 |

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| Miami Heat Limited Partnership | FTX Trading Ltd. and West Realm Shires Services, Inc. | <p>Attn: John Vidalin Executive Vice President & Chief Commercial Officer 601 Biscayne Boulevard Miami, FL 33132</p> <p>with a copy to: Miami Heat Limited Partnership Attn: Raquel Libman Executive Vice President & Chief Legal Officer 601 Biscayne Boulevard Miami, FL 33132</p> | Counterpart and Guarantee, dated as of March 22, 2021 |
| Miami-Dade County | West Realm Shires Services, Inc. | <p>County Mayor's Office 111 NW 1st Street, 29th Floor, Suite 2910 Miami, FL 33128</p> <p>with a copy to: Office of the County Attorney Stephen P. Clark Center 111 NW 1st Street Suite 2810 Miami, FL 33128</p> <p>and 111 NW 1st Street, 22nd Floor Miami, FL 33128 Attn: Daniel Wall, Assistant Director, Office of Management and Budget</p> <p>With a copy by email to all of the following: Daniel.wall@miamidade.gov</p> | Naming Rights Agreement dated as of March 31, 2021 |

| Non-Debtor Counterparty | Debtor Counterparty | Non-Debtor Counterparty Address | Description of Agreement |
|---|----------------------------------|--|---|
| MLB Advanced Media, L.P., on its own behalf and on behalf of Major League Baseball Properties, Inc., the Office of the Commissioner of Baseball, The MLB Network, LLC and the Major League Baseball Clubs | Blockfolio, Inc. | <p>Attn: General Counsel MLB Advanced Media, L.P. 1271 Avenue of the Americas New York, NY 10020</p> <p>with a copy to: Wachtell, Lipton, Rosen & Katz 51 W 52nd Street New York, NY 10019 Attn: Philip Mindlin</p> | Promotional Rights Agreement, dated as of July 10, 2021, as supplemented by an Addendum to the Promotional Rights Agreement, dated as of May 26, 2022 |
| North America League of Legends Championship Series, LLC | West Realm Shires Services, Inc. | <p>12333 W. Olympic Blvd. Los Angeles, CA 90064 Attn: Matthew Archambault Phone: (424) 231-1111 Email: marchambault@riotgames.com</p> <p>with a copy to: Email: legalnotices@riotgames.com</p> <p>and ROBINSON & COLE LLP 1201 N. Market Street, Suite 1406 Wilmington, DE 19801 Attn: Jamie L. Edmonson, Esq. Phone: (302) 516-1700 Fax: (302) 516-1699 Email: jedmonson@rc.com</p> <p>and GREENBERG GLUSKER FIELDS CLAMAN & MACHTINGER LLP 2049 Century Park East, Ste. 2600 Los Angeles, California 90067-4590 Attn: Brian Davidoff Phone: (310) 553-3610 Fax: (310) 553-0687 Email: bdavidoff@greenbergglusker.com</p> | Sponsorship Agreement, dated as of August 1, 2021 |

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| Play Magnus AS | FTX Trading Ltd. | Tordenskiolds Gate 2, 0160 Oslo Norway Attn: Arne Horvei, Meltwater Champions Chess Tour Director Email: arne@playmagnus.com Phone: +4790662249 with a copy to: Postboks 143 Bogstadveien, 0323 Oslo, Norway | Sponsorship Agreement, dated as of May 1, 2021 |
| SALT Venture Group, LLC | FTX Trading Ltd. | 527 Madison Avenue, Floor 4 New York, NY, 10022 Phone: (212) 485-1958 Email: info@salt.org and john@salt.org | Sponsorship Agreement, dated as of December 24, 2021 |
| SC30 Inc. | Blockfolio, Inc. | 1875 S. Grant Street, Suite 120 San Mateo, CA 94402 Attn: Hilary Awad Email: hilary@sc30.com with a copy to: Octagon, Inc. 7950 Jones Branch Dr., Suite 700N McLean, VA 22107 Attn: Jeff Austin Email: jeff.austin@octagon.com Attn: David Schwab Email: david.schwab@octagon.com Attn: General Counsel Email: general.counsel@octagon.com | Partnership and Endorsement Services Agreement, dated as of August 11, 2021 |
| Shohei Ohtani | West Realm Shires Services, Inc. | c/o CAA Sports LLC 2000 Avenue of the Stars Los Angeles, CA 90067 Attn: Nez Balelo with a copy by email to all of the following: Nbalelo@caa.com Marissa.Dishaw@caa.com Terry.Prince@caa.com | Endorsement Services Agreement, dated as of November 16, 2021 |

| Non-Debtor Counterparty | Debtor Counterparty | Non-Debtor Counterparty Address | Description of Agreement |
|---------------------------------|----------------------------------|---|--|
| Sol Stores Inc. | West Realm Shires Services, Inc. | 548 Market Street, PMB 45477, San Francisco, CA 94104 Attn: CEO and Office of the General Counsel | Services Agreement, dated as of September 27, 2022 |
| Swift Media Entertainment, Inc. | West Realm Shires Services, Inc. | 5340 Alla Road, #100 Los Angeles, CA 90066 Email: wwang@solomid.net Attn: Walter Wang | Sponsorship Agreement, dated as of May 18, 2021 |
| Swift Media Entertainment, Inc. | FTX Trading Ltd. | 5340 Alla Road, #100 Los Angeles, CA 90066 Email: wwang@solomid.net Attn: Walter Wang | Sponsorship Agreement, dated as of May 18, 2021 |
| UJH Enterprises, Inc. | Blockfolio, Inc. | FAB Consulting Solutions, LLC c/o Sylvester King Jr. 4328 SW 134th Avenue Miramar, FL 33027 with a copy to: skingjrl@gmail.com | Partnership and Endorsement Services Agreement, dated as of July 30, 2021 |
| Wasserman Media Group, LLC | West Realm Shires Services, Inc. | Wasserman Media Group, LLC 10900 Wilshire Blvd. Suite 1200 Los Angeles, CA 90024 Attn: Jason Banks Email: jbanks@teamwass.com CC: Wendy Phillips, Esq. Email: wphillips@teamwass.com | Master Services Agreement, dated as of February 4, 2022, as supplemented by Statements of Work, dated as of February 4, 2022, and March 28, 2022, respectively |